

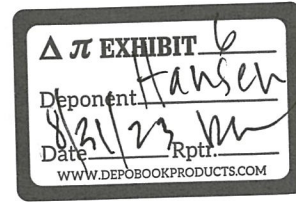
# **EXHIBIT 39**

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# StockX Terms And Conditions of Use



Last Updated: October 9, 2018

StockX LLC ("StockX," "we," "us," or "our") operates a live marketplace that allows users to research, buy and sell certain consumer goods. These Terms and Conditions of Use, our Privacy Policy ([http://web.archive.org/web/20191225033541mp\\_/https://stockx.com/privacy](http://web.archive.org/web/20191225033541mp_/https://stockx.com/privacy)) (the "Privacy Policy"), our Marketplace FAQs ([http://web.archive.org/web/20191225033541mp\\_/https://help.stockx.com/](http://web.archive.org/web/20191225033541mp_/https://help.stockx.com/)) (the "FAQS"), and all policies and requirements posted on our websites, all of which are incorporated into these Terms and Conditions of Use by reference and as amended from time to time (collectively, "Terms") describe the terms and conditions on which we provide our websites (the "Sites"), services, data, software, applications (including mobile applications) and tools (collectively "Services") to you, whether as a guest or a registered user.

In these Terms, "you" and "your" refer to (a) you, the individual accessing and/or using the Services, (b) any electronic agent accessing the Sites and/or using the Services on behalf of an individual or business entity, and (c) the business entity on whose behalf an individual or electronic agent is accessing the Sites and/or using the Services. These Terms create a legal contract between you and us. Please read them carefully. We will collect and process personal data in accordance with the Privacy Policy. By using the Services you acknowledge that you have read the Privacy Policy.

**By using our Services, or by clicking to accept or agree to these Terms and the Privacy Policy when this option is made available to you upon registration, you accept and agree to be bound and abide by these Terms in full. If you do not agree to these Terms, do not use any portion of the Services.**

**These Terms contain provisions that govern how claims between you and us are resolved (see Section 14, Disputes with StockX below). This includes an obligation to arbitrate certain claims through binding and final arbitration, unless you opt out of the arbitration when you sign up with us. Unless you opt out, you will only be permitted to bring claims against us and seek relief on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.**

## 1. Changes to Terms and Policies.

StockX may in our discretion change these Terms (including the Privacy Policy and the FAQs or any policy) without notice to you. Changes take effect when we post them on our Sites. You should view these Terms often to stay informed of any changes that may affect you. YOUR CONTINUED USE OF THE SITE AND/OR SERVICES AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY OF THE CHANGES, YOU MUST CANCEL YOUR ACCOUNT AND NOT USE ANY PORTION OF THE SERVICES.

The version of these Terms posted on our Sites on each respective date you visit the Sites will be the Terms applicable to your access and use of the Services on that date. Our electronically or otherwise properly stored copies of these Terms and the Privacy Policy shall be deemed to be the true, complete, valid, and authentic copies of the version of the Terms and the Privacy Policy that were in force on each respective date you visited the Sites. We reserve the right to terminate these Terms, or to refuse, restrict, or discontinue access to or use of the Services (or any portions, components, or features thereof) to you or any other person or entity, if you are in breach of the Terms or for any reason or for no reason whatsoever, at any time, without notice or liability.

## 2. About StockX Live Marketplace.

StockX provides a live marketplace for buyers and sellers of certain consumer products. A description of the live marketplace process and the rules applicable to buyers and sellers is available on our FAQ ([http://web.archive.org/web/20191225033541mp\\_/https://help.stockx.com/](http://web.archive.org/web/20191225033541mp_/https://help.stockx.com/)) page, as updated from time to time. Although the Services include buy and sell functionality: (1) StockX facilitates the purchase transaction, but the actual purchase contract is directly between the buyer and seller; (2) although StockX might provide historical pricing data, we do not set prices for the items; and (3) StockX is not an auctioneer. StockX acts as a commercial agent to conclude the sale on behalf of each buyer and seller involved in each transaction. Because sellers set prices, they may be higher than retail value. Any item valuations displayed through the Services are estimates only. StockX does not guarantee that any item will sell. We reserve the right to investigate complaints and violations of these Terms and, to the extent permitted by applicable law, may take any actions we deem appropriate, including suspending your account and charging your credit card for costs we incur as a result of the violation. Although the Services are anonymous and we generally do not share your information with other buyers and sellers, we may share your information with law enforcement and other third parties as part of an investigation related to any alleged violation of law or these Terms, and we may respond to all inquiries initiated by law enforcement or other governmental agencies.

The Services are accessible to certain international buyers and sellers. StockX may provide access to certain features and tools to international sellers and buyers, such as estimated local currency conversion and integrated international shipping, customs and tax tools. Sellers and buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items.

## 3. Accounts, Passwords, and Security.

To view or browse the live marketplace, you must create an account using an email address and password or other account creation tools offered on the Services, such as a social media account. To offer items for sale ("Ask") or offer to purchase items ("Bid"), you must create an account and have a valid credit card or other approved payment method on file with us. You agree that we may charge your credit card or other payment method for amounts you owe as described in these terms, as well as any costs or losses arising from your violation of the Terms. When you register to create an account with us, you agree to provide accurate information about yourself and must not register under a false name or age or use an unauthorized payment method. If you use any Service, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree to notify StockX immediately upon learning of any unauthorized use of your account or password, or any other unauthorized access or breach of security. However, you may be held liable for losses incurred by StockX or any other person or entity due to another person using your account or password. You may not use any other user's account or password at any time without the express permission and consent of the holder of that account or password. You may not transfer or assign your account.

Please review our other policies posted on this site which are part of the Terms and govern your use of the Services. We reserve the right to make changes to our site, policies, and the Terms at any time.

StockX cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. If you are under 18, you may use the Services only with involvement of a parent or guardian.

We reserve the right to suspend or terminate your account in the event that you breach any of these Terms.

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**4. Fees, Promotional/Discount Codes and Taxes.**

Fees for the Services, including applicable shipping fees, are described in our FAQ ([http://web.archive.org/web/20191225033541mp\\_/https://help.stockx.com/](http://web.archive.org/web/20191225033541mp_/https://help.stockx.com/)), as updated from time to time. StockX may sometimes furnish an alphanumeric code that can be used for promotions or discounts on our sites. These promotional or discount codes may be sent via email to our registered users, presented on our web sites or circulated at events and through other means and, unless otherwise provided are subject to the promotional or discount terms available here Discount Policy ([http://web.archive.org/web/20191225033541mp\\_/https://stockx.com/discount-policy](http://web.archive.org/web/20191225033541mp_/https://stockx.com/discount-policy)). As a seller you are responsible and agree to collect, pay, report and remit any and all local, state, provincial, federal, or international taxes (including VAT and sales tax) that may be due with respect to your sales transaction, and as a buyer you agree to pay any and all local, state, federal, or international taxes (including sales taxes) that may be due with respect to your purchase transaction. You agree that StockX, as the facilitator of the transaction, is not responsible for reporting, collection or payment of any taxes on your behalf. In accordance with the Privacy Policy and if necessary to complete a transaction, you agree to provide StockX with your Social Security Number, Social Insurance Number or other tax ID if necessary for StockX to provide information to the Internal Revenue Service, Canada Revenue Agency or any provincial tax authority related to payments you receive from us and further authorize StockX to release that information to the IRS, CRA, provincial tax authority or other competent governmental body.

**5. Authentication; Shipping and Handling.**

As part of the purchase transaction, the seller will ship the item to StockX and StockX will visually inspect the item and use commercially reasonable efforts to confirm it is authentic. If StockX determines the item is authentic, StockX will ship the item to the buyer. If StockX cannot reasonably confirm the authenticity of the item or determines it is not authentic, then we will notify the buyer and the seller that the item is not authentic and will issue a refund to the buyer. Additionally, StockX has the right to reject any item for any reason, including but not limited to, authenticity or damage of the item. StockX policy requires sellers to ship items within the specified timeframe provided in the sale confirmation email after purchase. However, because StockX cannot control the amount of time it takes for the item to reach StockX, we cannot guarantee a specific delivery timeframe for any items and therefore, buyer is not permitted to cancel the purchase if the item does not ship from the seller within the specified timeframe in the sale confirmation email after purchase. Once we receive the item from the seller it generally takes 1-2 business days for us to authenticate the item and ship it to a buyer. If a buyer does not receive an item, the buyer shall promptly report the issue to StockX within 2 days of the latest estimated delivery date. StockX has the right, in our sole and absolute discretion to refuse to accept returns or other refunds and/or to charge restocking fees for returned or abandoned items.

**6. Counterfeits, Fraud, and Market Manipulation.**

StockX takes counterfeiting, fraud and market manipulation very seriously. If a seller provides a counterfeit item or attempts to defraud any buyer or StockX, StockX reserves the right to do any or all of the following, in its sole discretion: (i) remove any or all of seller's listings from the Services; (ii) cancel any or all of seller's orders pending through the Services; (iii) withhold any payments due to seller; (iv) place limits on seller's buying and selling privileges; (v) charge seller's credit card for costs, expenses and fees incurred by StockX as a result of seller's action or inaction, including charging seller for the cost of replacement items, the value of coupons and gift certificates provided to the buyer, reprinting fees incurred by StockX, rerouting charges imposed by carriers, and refunds to the buyer; (vi) ship the item back to the seller at the seller's cost; (vii) provide the counterfeit items to law enforcement or destroy the counterfeit items, (viii) temporarily or permanently suspend seller's account, and (ix) charge Seller's credit card an additional amount equal to 15% of the transaction amount or \$15.00 USD for items below \$50.00 USD, whichever is greater, as a service fee. Seller hereby agrees that each of the foregoing remedies are reasonable and justified upon StockX's discovery of counterfeit items or fraudulent actions, even if those items or actions were not known by the Seller at the time to be counterfeit or fraudulent (e.g., negligent fraud). Seller understands and agrees that if we provide the counterfeit item to law enforcement, seller's communications and any property claim with respect to that item must be solely with that law enforcement agency and not with us. We may also use fraud protection measures, including algorithms and automated systems to monitor for fraud, which might result in cancellation of listings or sales or account suspension. If this occurs in error please contact us at [support@stockx.com](mailto:support@stockx.com) (<mailto:support@stockx.com>). We may also require additional identification information from you if you engage in certain high-value transactions or high overall payment volumes through StockX.

If a buyer receives an item that it believes to be counterfeit, the buyer must notify StockX in writing within 3 days after receiving the item, and we will commence an investigation into the item. The buyer shall cooperate with us in the investigation and final disposition of the item, including providing photographs and other evidence of the item, providing the item to law enforcement, destroying the item, or delivering the item back to us, at our direction. If we elect to have the buyer destroy the item, the buyer shall provide reasonable proof of destruction to us. We will refund all fees and costs paid by the buyer for the item (including shipping and handling). In no event may a buyer resell any item (on StockX or elsewhere) that is reasonably believed to be counterfeit.

StockX may monitor the integrity of the StockX marketplace and may take steps to protect the marketplace as determined by StockX in its sole discretion (e.g., if StockX believes a seller or buyer is engaging in market manipulation or fraud, including creating false or "dummy" accounts). If StockX believes that a seller or buyer attempts to interfere with the free and fair operation of the StockX marketplace, or creates artificial, false or misleading information, or information appearing to mislead with respect to pricing or demand for a product on the StockX marketplace (all of the foregoing in StockX's sole discretion), then, without limiting any other rights of StockX, StockX reserves the right to do any or all of the following, in its sole discretion: (i) remove any or all of the user's listings from the Services; (ii) cancel any or all of the user's orders pending through the Services; (iii) withhold any payments due to the user; (iv) place limits on a user's buying and selling privileges; (v) charge user's credit card for costs, expenses and fees incurred by StockX as a result of the user's actions; (vi) notify law enforcement of the fraudulent activity; (vii) temporarily or permanently suspend the user's account, and (viii) charge the user's credit card an additional service fee of up to \$1,000 to cover StockX's investigation fees and other related costs and expenses.

**7. Seller Obligations.**

By listing an item for sale (each posting, a "New Ask"), you are making a binding offer to sell that specific item to a buyer who purchases the item for the Ask price you have specified and to ship the item in accordance with our FAQ ([http://web.archive.org/web/20191225033541mp\\_/https://help.stockx.com/](http://web.archive.org/web/20191225033541mp_/https://help.stockx.com/)) as updated from time to time. When a buyer accepts your offer by purchasing your item through our Services, you are contractually and legally bound to deliver that exact item for the specified price. SELLERS MUST SHIP items via the shipping carrier designated by StockX within the specified timeframe provided in the sale confirmation email and must obtain a receipt from the shipping carrier to verify shipment of item. StockX will provide you with a shipping label with such carrier after your Ask is matched by a buyer. You are obligated to monitor your inventory and ensure all listings are accurate. Once a Bid and Ask are matched, under no circumstances may a seller cancel the listing. Failure to fulfill your orders will result in additional charges to you, including an additional charge equal to 15% of the transaction amount or \$15.00 USD for items below \$50.00 USD, whichever is greater, as a service fee. If a seller fails to deliver items to StockX in accordance with these Terms, StockX reserves the right to do any or all of the following, in its sole discretion: (i) charge seller's credit card an additional amount equal to 15% of the transaction amount or \$15.00 USD for items below \$50.00 USD, whichever is greater, as a service fee; (ii) remove any or all of seller's listings from the Services; (iii) cancel any or all of seller's orders pending through the Services; (iv) withhold any payments due to seller; (v) place limits on seller's buying and selling privileges; (vi) charge seller's credit card for costs, expenses and fees incurred by StockX as a result of seller's action or inaction, including charging seller for the cost of a replacement, coupons and gift certificates provided to the buyer, reprinting fees incurred by StockX, rerouting charges imposed by carriers, and refunds to the buyer; and (vii) temporarily or permanently suspend seller's account.

As a seller, you are required to ensure that the item you are listing exactly matches the image on the New Ask page and meets the applicable Condition Standard ([http://web.archive.org/web/20191225033541mp\\_/https://help.stockx.com/general-information/where-can-i-find-stockx-condition-guides](http://web.archive.org/web/20191225033541mp_/https://help.stockx.com/general-information/where-can-i-find-stockx-condition-guides)). If StockX or a buyer reasonably determines that your item does not conform to the description (including, without limitation, meeting the applicable Condition Standard), or is counterfeit, then we will charge your credit card an amount equal to 15% of the transaction amount or \$15.00 USD for items below \$50.00 USD, whichever is greater, as a service fee, plus additional amounts or, as determined in StockX's discretion, charging you for the cost of a replacement, coupons and gift certificates provided to the buyer, reprinting fees incurred by StockX, rerouting charges imposed by carriers, and refunds to the buyer. StockX has no obligation to return items that do not conform to the description

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(including, without limitation, meeting the applicable Condition Standard), or are counterfeit (in which case, StockX may turn those items over to the proper authorities) at your cost. StockX will pay you within thirty (30) days after the sale is complete, which occurs when the buyer receives the item. To get paid more quickly, ship your items immediately after your Ask is matched by a buyer. To see the fees applicable to sales transactions, please refer to the New Ask window where your Ask price is entered. You will also receive fee information via email notification when an Ask goes live, is updated, or a sale occurs.

#### 8. Buyer Obligations.

As a buyer, you are obligated to pay for any items you Bid on when your Bid matches a seller's Ask. WHEN YOU PLACE A BID, YOU ARE COMMITTING TO PURCHASE THE ITEM AS SOON AS YOUR BID MATCHES A SELLER'S ASK PRICE AND YOU ACKNOWLEDGE THAT PAYMENT OF THE ASK PRICE WILL BE TAKEN FROM YOUR PAYMENT METHOD. To be an eligible buyer you must have a billing address and shipping address within one of the countries that StockX supports. You can see a full list of these countries at Available Countries ([http://web.archive.org/web/20191225033541mp\\_/https://stockx.com/available-countries/sneakers](http://web.archive.org/web/20191225033541mp_/https://stockx.com/available-countries/sneakers)), which may be updated from time to time. If your address is outside the United States, then you will be responsible for picking up your package and for paying all customs, duties, taxes and any other related fees in addition to the international shipping charges; you will be solely responsible for compliance with all customs requirements on import; and, when placing your order, you authorize us to appoint an agent to file the customs declarations on your behalf. In general, we charge your credit card immediately upon purchase and hold the funds in escrow until the transaction is complete, at which time we pay the seller. You will not receive any interest on the escrowed amount. You might be required to pay certain fees as described when placing your Buy Order, as updated from time to time. If your payment fails or is rejected for any reason (e.g., purchase exceeds credit card limit, card is cancelled, chargeback is requested), StockX reserves the right to do any or all of the following, in its sole discretion: (i) charge buyer's credit card an additional amount equal to 15% of the transaction amount or \$15.00 USD for items below \$50.00 USD, whichever is greater, as a service fee; (ii) remove any or all of buyer's Bids from the Services; (iii) cancel any or all of buyer's orders pending through the Services; (iv) withhold refunds or payments due to buyer; (v) place limits on buyer's buying and selling privileges; (vi) charge buyer's credit card for costs, expenses and fees incurred by StockX as a result of buyer's action or inaction; and (vii) temporarily or permanently suspend buyer's account. ALL SALES ARE FINAL ONCE THE ITEM IS AUTHENTICATED AND DELIVERED, AND NO REFUND REQUESTS WILL BE HONORED REGARDLESS OF THE CURRENT VALUE OF THE ITEM. If you experience a problem with your purchase or an item, please contact us at [support@stockx.com](mailto:support@stockx.com) (mailto:support@stockx.com). If there is a problem with an item you received, you must contact us in writing within 3 days after receiving the item with a detailed description of the problem. StockX verification tags or stickers that are attached to items must not be removed, or the items will not be eligible for return or exchange under any circumstance (including damage in transit).

#### 9. Limitations and Restrictions.

StockX does not provide any guarantee that your items will sell and will not provide any compensation for items that do not sell through our Services. StockX also does not guarantee how long it will take for a listing to appear in the Services after it is posted and is not responsible for unsold items resulting from any listing delays. StockX conducts periodic scheduled maintenance as well as unscheduled emergency maintenance from time to time. During maintenance periods the Services (or portions thereof) may be temporarily unavailable. You must not do any of the following:

- use our Services to solicit sales outside of StockX or to contact any user of the Services;
- use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our Services;
- upload or transmit any message, information, data, text, software or images, or other content that is unlawful, immoral, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
- engage in abusive treatment of other users of the Services or any StockX employee;
- create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any StockX representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- use any of the Services' communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
- upload or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation, commercial or otherwise;
- Violate any applicable local, state, national or international law;
- upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright, or other proprietary rights of any party;
- delete or revise any material posted by any other person or entity;
- register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any Services if you are not expressly authorized by such party to do so;
- harvest or otherwise collect information about others, including e-mail addresses;
- use StockX's trademarks without our written permission;
- except to the extent permitted by applicable law (including the Copyright Act 1968 (Cth)), copy, reproduce, reverse engineer, modify, decompile, disassemble or otherwise attempt to derive source code from, create derivative works from, distribute, or publicly display any content (except for your information) or software from our Services without the prior express written permission of StockX and the appropriate third party, as applicable;
- commercialize all or any part of the StockX Services;
- use any modified versions of Services, for any reason whatsoever, without the express written consent of StockX;
- upload or distribute files that contain viruses, Trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- use any robot, spider, scraper, or other automated or manual means to access our Services, or copy any information thereon, for any purpose without our express written permission;
- take any action that imposes or may impose (to be determined in our sole discretion) an unreasonable or disproportionately large load on our infrastructure or otherwise interferes with the functioning of the Services;
- attempt to gain any unauthorized access to the Sites or the Services, including computer systems, software, or networks;
- probe, scan, test the vulnerability of or breach the authentication measures of, the Sites or any related networks or systems;
- bypass our robot exclusion headers, robots.txt rules or any other measures we may use to prevent or restrict access to our Services; or
- do anything else that we determine, in our sole discretion, misuses the Services or otherwise negatively impacts our marketplace.

StockX reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms, including, without limitation, the suspension or termination of your access and/or account. StockX may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy or applicable law, Company reserves the right at all times to disclose any information as Company deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in StockX's sole discretion. You also agree to reimburse StockX for any damage, loss, cost or expense StockX incurs (including

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fees or costs of attorneys, accountants, professional advisors, and other experts incurred in connection with the defense or settlement of the foregoing) because of your use of the Services for any unlawful or prohibited purpose.

#### 10. Intellectual Property.

You acknowledge and agree that (i) our patents, copyrights, trademarks, service marks, trade secrets and other intellectual property (collectively, "Intellectual Property") are our sole property, and (ii) nothing in these Terms shall confer in you any right of ownership or license rights in our Intellectual Property. In addition, you shall not now or in the future contest the validity of our Intellectual Property. Without limiting the previous sentence, the Services, including without limitation all text, graphics, logos, buttons, icons, images, audio clips, and computer programs, are the property of StockX or its licensors or suppliers, and are protected by U.S. and international copyright, trademark and other laws. The compilation (meaning the collection, arrangement, and assembly) of all content associated with the Services is the exclusive property of StockX and protected by U.S. and international copyright law. Any unauthorized reproduction, modification, distribution, transmission, republication, display, or performance of the software or the content through our Services is strictly prohibited.

StockX grants you a personal, non-exclusive, non-transferable, revocable, limited license to use the Sites and the Services solely for your personal or internal use and subject to the condition that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in or access to the Sites, the Services, or any other content available via the Sites or the Services. All rights not expressly granted to you in these Terms are reserved and retained by StockX.

#### 11. User Content.

If you provide us with any text, graphics, photos or other materials or content ("User Content"), you grant us a non-exclusive, perpetual, transferable, irrevocable, assignable, royalty-free, fully paid up, sub-licensable (through multiple tiers) right and license to use, reproduce, distribute (through multiple tiers), create derivative works from, publicly perform, display, store, digitally perform, make or deliver digital audio transmissions, encode, transcode, publish (online, through the Services, on any other website(s), as well as through mobile channels, and offline, in print, radio, television or elsewhere), make, have made, sell, offer for sale, import and commercialize User Content, or any portion thereof, in any manner and context, in any way, in any and all media now known or hereinafter developed and on any device(s), whether or not portable, wired, or wireless, without limitation, throughout the universe. You further agree to waive your right to be identified as the author of User Content and your right to object to derogatory use or treatment of such User Content. If StockX does decide, in its sole discretion, to attribute User Content to you, you hereby grant StockX the right to use your name (and/or any user name), image, likeness, and/or photo with respect to such attribution, and you waive any claims (including, without limitation, any privacy or publicity rights claims) with respect to such use of your name, image, likeness and/or photos. You hereby agree to waive all claims of moral rights associated with being the author of User Content, and to consent to StockX doing all acts that would otherwise constitute an infringement of your moral rights, as well as waive the right to inspect or approve the finished video, photograph, sound track, web site, advertising copy or printed matter that may be used in conjunction therewith or to the eventual use in any media that it might be applied. The rights you grant above are irrevocable during the entire period of the protection of your intellectual property rights associated with such User Content.

You agree that StockX (i) is not under any obligation, whether of confidentiality, attribution or otherwise, and will not be liable for any use or disclosure of any User Content; (ii) is under no obligation to post, display or otherwise use any User Content; (iii) has no obligation whatsoever to provide you any compensation for the use or display of your User Content or otherwise from the exercise of the rights granted under this Section, even if StockX receives compensation therefrom; (iv) has the right (but not the obligation) to monitor the User Content that you or third parties post, and to alter or remove any such User Content; and (v) has the right to disclose User Content and the circumstances surrounding its transmission to any third party in order to operate the Services, to protect ourselves and third parties, and to comply with legal obligations or governmental requests.

You are prohibited from posting any libelous, obscene, defamatory, pornographic, or other materials that would violate any laws. You shall be solely responsible for your own User Content and the consequences of posting or publishing it.

You represent and warrant that any information you provide to us, to other users, or to visitors, including but not limited to User Content, (a) is not false, inaccurate, misleading, obscene or defamatory; (b) is not fraudulent; (c) doesn't involve the sale of counterfeit or stolen items; (d) doesn't infringe any third party's copyright, patent, trademark, trade secret, rights of publicity or privacy, or other right; (e) is yours or you have the necessary licenses, rights, consents, and permissions to such information and to grant the rights and licenses to StockX under all patent, trademark, trade secret, copyright or other proprietary or intellectual property rights in and to any and all such information in the manner contemplated in these Terms; (f) doesn't violate any law, statute, ordinance or regulation, including without limitation those governing consumer protection, unfair competition, anti-discrimination or false advertising; and, (g) doesn't contain any viruses or any programming that is intended to damage, interfere with, intercept or expropriate any system, data or personal information; and (h) is not intended to circumvent or violate the letter and spirit of these Terms and the lawful functioning of StockX's marketplace.

You further represent and warrant that you have the written consent, release, and/or permission of each and every person identified in any information you provide, including but not limited to User Content, to use the name or likeness of such person or, if such persons are minors, the written consent, release, and/or permission of such minor's parent or legal guardian.

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to StockX, you acknowledge and agree that: (a) your Contributions don't contain confidential or proprietary information; (b) StockX isn't under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) StockX shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media now known or later developed and throughout the universe; (d) StockX may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of StockX without any obligation of StockX to you; and (f) StockX is free to use any ideas, concepts, or techniques that you send StockX for any purpose, including but not limited to, developing and marketing products that incorporate such ideas, concepts or techniques; and (g) you aren't entitled to any compensation or reimbursement of any kind from StockX under any circumstances.

#### 12. Indemnity.

You shall indemnify, defend and hold StockX and our affiliates and their respective officers, directors, agents and employees harmless from and against all claims, demands, suits or other proceedings, and resulting loss, damage, liability, costs, interest and expenses (including reasonable attorneys' fees) brought by any third party or governmental claim or demand that involves, relates to or concerns (a) your listing or sale of any counterfeit, stolen, or illegal merchandise or goods, (b) your breach of any provision of the Terms, (c) your improper use of the Services, (d) your violation of any law or the rights of a third party, or (e) federal, state, county, city, or other tax obligation or amounts due or owing under any tax regulation, law, order or decree. We reserve, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you hereunder. All rights and duties of indemnification that are set forth herein shall survive termination of these Terms.

#### 13. Disclaimer of Warranties; Limitations of Liability.

You covenant not to sue StockX, and agree that you will not hold StockX responsible, for other users' content, actions, or inactions. StockX is a marketplace for consumer goods. You acknowledge that you are buying items from a third party, not StockX. While we may help facilitate the resolution of disputes, we have no control over and do not guarantee the accuracy, quality, safety, truth, accuracy or legality of User Content, listings, and/or items listed or sold. If you have a dispute with one or more users, as a buyer or seller, you release and covenant not to sue StockX, its affiliated companies, and our and their respective officers, directors, agents, joint venturers, employees, legal representatives, and suppliers from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. In entering into this release you expressly waive any protections (whether statutory or otherwise – e.g., California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims, which you may

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know or suspect to exist in your favor at the time of agreeing to this release.

STOCKX AND/OR OUR THIRD PARTY SUPPLIERS OR LICENSORS DO NOT REPRESENT, WARRANT OR COVENANT THAT THE SYSTEM AND THE SERVICES ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, FREE OF TECHNICAL AND TYPOGRAPHICAL ERRORS, SECURE, RELIABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH YOU OR ANY THIRD PARTY MAY CHOOSE TO PUT THEM, THAT THEY ARE OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR-FREE BASIS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SYSTEM AND SERVICES ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS. STOCKX PERIODICALLY AMENDS, CHANGES, ADDS, DELETES, UPDATES, OR ALTERS THE SYSTEM AND THE SERVICES WITHOUT NOTICE. FURTHER, STOCKX ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SYSTEM OR THE SERVICES. STOCKX SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE CONTENT, OR ANY OTHER INFORMATION ON THE SYSTEM OR THE SERVICES.

YOU AGREE THAT YOU ARE MAKING USE OF OUR SERVICES AT YOUR OWN RISK, AND THAT THE SERVICES ARE BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. STOCKX (INCLUDING ANY OF ITS SERVICE PROVIDERS AND LICENSORS) MAKES NO WARRANTY OR GUARANTIES OF ANY KIND WITH RESPECT TO OUR SERVICES, ANY ITEMS, ANY USER CONTENT, OR THAT SELLERS OR BUYERS WILL PERFORM AS PROMISED. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE EXCLUDE ALL EXPRESS OR IMPLIED WARRANTIES, TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, STOCKX (INCLUDING OUR AFFILIATED COMPANIES, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, LEGAL REPRESENTATIVES, AND SUPPLIERS) ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD STOCKX RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL OR REPUTATION, PROFITS, OR OTHER INTANGIBLE LOSSES OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM (A) THE USER CONTENT YOU PROVIDE USING THE SERVICES, OR CONTENT OF THIRD PARTIES (B) YOUR ACCESS TO, USE OF, INABILITY TO ACCESS OR USE THE SERVICES, OR RELIANCE ON THE SERVICES; (C) PRICING, SHIPPING, FORMAT, OR OTHER GUIDANCE PROVIDED BY STOCKX, (D) DELAYS OR DISRUPTIONS IN OUR SERVICES, (E) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OUR SERVICES OR THOSE OF ANY SITE, SERVICES, OR TOOLS LINKED TO OUR SERVICES; (F) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN OUR SERVICES, (G) DAMAGE TO YOUR HARDWARE DEVICE FROM THE USE OF ANY SERVICE, (H) THE CONTENT, ACTIONS, OR INACTIONS OF THIRD PARTIES, INCLUDING ITEMS LISTED USING OUR SERVICES OR THE DESTRUCTION OF ALLEGEDLY FAKE ITEMS, (I) A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR ACCOUNT, (J) THE DURATION OR MANNER IN WHICH ITEMS YOU LIST APPEAR ON THE SERVICES, OR (K) YOUR NEED TO MODIFY PRACTICES, CONTENT OR BEHAVIOR, OR YOUR LOSS OF ABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THESE TERMS OR OUR POLICIES. UNDER NO CIRCUMSTANCES SHALL STOCKX, OR ITS AFFILIATED COMPANIES, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, LEGAL REPRESENTATIVES, AND SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, BUSINESS INTERRUPTION, AND CLAIMS OF THIRD PARTIES) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE SERVICES, OR ANYTHING DESCRIBED IN THE FOREGOING CLAUSES (A) THROUGH (K) OF THIS PARAGRAPH, OR ANY OTHER CAUSE BEYOND THE CONTROL STOCKX, EVEN IF STOCKX WAS ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES. IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE AGGREGATE LIABILITY OF STOCKX, OR ITS AFFILIATED COMPANIES, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, LEGAL REPRESENTATIVES, AND SUPPLIERS, SHALL BE LIMITED IN ACCORDANCE WITH THESE TERMS OF USE TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING ANY OF THE FOREGOING, IF STOCKX, ITS CONTRACTORS, SUPPLIERS, CONTENT PROVIDERS, OR ANY OF THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS OF ANY OF THE FOREGOING, IS FOUND LIABLE TO YOU OR TO ANY THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS OR THE SERVICES, STOCKX AND SUCH PARTIES' CUMULATIVE, AGGREGATE, AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS IN ANY CALENDAR YEAR SHALL NOT EXCEED (A) THE AMOUNT OF FEES IN DISPUTE NOT TO EXCEED THE TOTAL FEES WHICH YOU PAID TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY, OR (B) USD \$100.

#### 14. Disputes with StockX.

You and StockX agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of the Terms or your use of, or access to, the Services, will be resolved in accordance with the provisions set forth in this Section 14. **PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND STOCKX HAVE AGAINST EACH OTHER ARE RESOLVED.**

You agree that, except to the extent inconsistent with the Federal Arbitration Act ("FAA") or preempted by federal law, the laws of the State of Michigan, without regard to principles of conflict of laws, will govern these Terms and any claim or dispute that has arisen or may arise between you and StockX. Legal notices shall be served on StockX's national registered agent (in the case of StockX) or your email address on file with us (in your case). Notice by us to you shall be deemed given twenty-four (24) hours after the email is sent. Alternatively, we may give you legal notice by mail to the physical address you have on file with us. In such case, notice shall be deemed given three (3) days after the date of mailing, regardless of whether any such notice is returned to us. It is your responsibility to keep your contact information updated. You and StockX each agree that any and all disputes or claims that have arisen or may arise between you and StockX relating in any way to or arising out of the Terms or your use of or access to the Services, shall be resolved exclusively through final and binding arbitration, rather than in court. Alternatively, you may assert your claims in small claims court, if your claims qualify and so long as the matters remains in such court and advances only on an individual (non-class, non-representative) basis. The FAA governs the interpretation and enforcement of this Agreement to Arbitrate.

IN ALL EVENTS, EACH PARTY HEREBY KNOWINGLY, VOLUNTARY AND INTENTIONALLY, WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THESE TERMS OR YOUR USE OF OR ACCESS TO THE SERVICES. THE PARTIES FURTHER AGREE THAT, IF AND TO THE EXTENT THIS AGREEMENT TO ARBITRATION DOES NOT APPLY TO ANY CLAIM, THAT CLAIM WILL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

a. PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF (THE "CLASS ACTION WAIVER"). YOU AND STOCKX AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. UNLESS BOTH YOU AND STOCKX AGREE OTHERWISE IN A SEPARATE WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER STOCKX USERS. IF A COURT DECIDES THAT APPLICABLE LAW PRECLUDES ENFORCEMENT OF ANY OF THIS PARAGRAPH'S PROHIBITIONS ON CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTIONS OR PROCEEDINGS AS TO ANY CLAIM, THEN THAT CLAIM (AND ONLY THAT CLAIM) MUST BE SEVERED FROM THE ARBITRATION AND RESOLVED IN COURT, SUBJECT TO YOUR AND STOCKX'S RIGHT TO APPEAL THE COURT'S DECISIONS. ALL OTHER CLAIMS WILL BE ARBITRATED.

b. Arbitration Procedures. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should also apply the Terms as a court would. All issues are for the arbitrator to decide, except that issues relating to the interpretation or enforceability of the CLASS ACTION WAIVER will be resolved by a court of competent jurisdiction. Other than issues related to the CLASS ACTION WAIVER, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this

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Agreement to Arbitrate, any part of it, or of the Terms including, but not limited to, any claim that all or any part of this Agreement to Arbitrate or the Terms is void or voidable.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA's Supplementary Rules for Class Arbitrations will not apply. The AAA's rules are available at [www.adr.org](http://www.adr.org) ([http://web.archive.org/web/20191225033541mp\\_/http://www.adr.org](http://web.archive.org/web/20191225033541mp_/http://www.adr.org)) or by calling the AAA at 1-800-778-7879. The use of the word "arbitrator" in this provision shall not be construed to prohibit more than one arbitrator from presiding over an arbitration; rather, the AAA's rules will govern the number of arbitrators that may preside over an arbitration conducted under the Agreement to Arbitrate.

A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute ("Notice"). A Notice to StockX should be sent to 1046 Woodward Ave., Detroit, MI 48226. StockX will send any Notice to you to the physical address we have on file associated with your StockX account; it is your responsibility to keep your physical address up to date. All information called for in the Notice must be provided, including a description of the nature and basis of the claims the party is asserting and the relief sought.

If you and StockX are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or StockX may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's website at [www.adr.org](http://www.adr.org) ([http://web.archive.org/web/20191225033541mp\\_/http://www.adr.org](http://web.archive.org/web/20191225033541mp_/http://www.adr.org)). In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send a copy to StockX at the following address: 1046 Woodward Ave., Detroit, MI 48226. In the event StockX initiates arbitration against you, it will send a copy of the completed form to the physical address we have on file associated with your StockX account. Any settlement offer made by you or StockX shall not be disclosed to the arbitrator.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or StockX may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and StockX subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or StockX may attend by telephone, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Michigan, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different StockX users, but is bound by rulings in prior arbitrations involving the same StockX user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

c. Costs of Arbitration. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate.

d. Severability. With the exception of any of the provisions in the CLASS ACTION WAIVER, if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

e. Opt-Out Procedure. If you are a new user of our Services, you can choose to reject this Agreement to Arbitrate by notifying us in writing that you opt-out ("Opt-Out Notice"). Your Opt-Out Notice must be postmarked no later than 30 days after the date you accept the Terms for the first time. You must mail your Opt-Out Notice to: StockX LLC, 1046 Woodward Ave., Detroit, MI 48226.

Your Opt-Out Notice should state that you opt-out of this Agreement to Arbitrate and provide your name, address (including street number and address, city, state, and zip code), phone number and the email address(es) used to log in to the StockX account(s) to which the opt-out applies. You must sign and date the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Terms will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

f. Future Amendments to the Agreement to Arbitrate. Notwithstanding any provision in the User Agreement to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than a change to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding between you and StockX prior to the effective date of the change. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and StockX. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on <http://www.StockX.com> ([http://web.archive.org/web/20191225033541mp\\_/http://www.StockX.com](http://web.archive.org/web/20191225033541mp_/http://www.StockX.com)) at least thirty (30) days before the effective date of the amendments and by sending notice via email to your email address on file with us. If you do not agree to the amended terms, you may close your account within the thirty (30) day period and you will not be bound by the amended terms.

#### 15. DMCA Notice.

If you're a copyright owner or an agent of a copyright owner and believe that any User Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing StockX's Copyright Agent with the following information in writing, (pursuant to 17 U.S.C. 512(c)(3)):

- The physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit StockX, the service provider, to locate the material;
- Information reasonably sufficient to permit StockX to contact you, such as an address, telephone number, and, if available, an email address;
- A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement, under penalty of perjury, that the information in the notification is accurate that you're authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You must provide notice of claimed infringement to StockX's designated Copyright Agent at 1046 Woodward Ave., Detroit, MI 48226, email: [copyright@stock.com](mailto:copyright@stock.com). You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your User Content, you may send a counter-notice containing the following information to the Copyright Agent at the address(es) listed above:

- Your physical or electronic signature;
- Identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Detroit, Michigan, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by StockX's Copyright Agent, StockX may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed User Content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the User Content provider, member or user, the removed User Content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at StockX's sole discretion.

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**16. Dwolla Accounts.**

In order to use the ACH payment functionality of the StockX application, you must open an "Access API" account provided by Dwolla, Inc. ("Dwolla") and you must accept the Dwolla Terms of Service and Privacy Policy. Any funds held in the Dwolla account are held by Dwolla's financial institution partners as set out in the Dwolla Terms of Service. You authorize StockX to share your identity and account data with Dwolla for the purposes of opening and supporting your Dwolla account, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through the StockX application, and Dwolla account notifications will be sent by StockX, not Dwolla. StockX will provide customer support for your Dwolla account activity, and can be reached at support@stockx.com.

**17. Electronic Communications.**

When you use the Services, or send e-mails, text messages, and other communications from your computer or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication.

**18. Typographical Errors.**

The Sites and the Services could include technical inaccuracies or typographical errors. StockX shall have no liability in connection with any such inaccuracies or errors, nor shall StockX have any obligation to identify and/or correct any such inaccuracies or errors.

**19. Links to Other Websites.**

For your convenience, certain hyperlinks may be provided on the Sites and Services that link to other websites or social media platforms which are not under the control of StockX (the "Linked Websites"). StockX does not endorse or sponsor any Linked Websites and is not responsible for the availability, accuracy, content, or any other aspect of the Linked Websites. StockX disclaims all liability for such websites, for all access to and use thereof, and for use of the links to such websites. We also disclaim all liability, and make no representations or warranties, with respect to any products or services made available, sold, or provided to you by any third party. Your use of Linked Websites and any purchases of products or services from such Linked Websites are subject to the terms and conditions of such other websites. You agree that you will bring no suit or claim against StockX arising from or based upon any such use of any Linked Websites. Hyperlinks to such Linked Websites on the Sites and Services do not imply that: (a) StockX is affiliated or associated with any Linked Website; (b) StockX is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in connection with or accessible through such links; or (c) any Linked Site is authorized to use any trademark, trade name, logo, or copyright symbol of StockX.

**20. Disclaimer of Third Party Information.**

To the extent that any information, material, or functionality on the Services is provided by third party content providers ("Third Party Materials"), StockX has no editorial control or responsibility over such Third Party Materials. Therefore, any opinions, statements, products, services or other Third Party Materials are those of the applicable third party. StockX does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party, or represent or warrant that your use of any Third Party Materials will not infringe rights of third parties not owned by or affiliated with Company.

**21. General.**

These Terms and all terms and policies posted through our Services (as each may be revised and amended from time to time according to their respective terms) constitute the entire agreement between you and StockX relating to your use of our Services, and supersede all prior understandings and agreements parties. You consent to receive notice by email to the address provided at registration. If any provision of the Terms are held to be invalid, void, or unenforceable under any circumstances, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions of the Terms. Any waiver of any provisions contained in these Terms by StockX shall not be deemed to be a waiver of any other right, term, or provision of these Terms. Any rights not expressly granted herein are reserved. StockX may assign or transfer our rights and obligations under these Terms at any time. You may not assign or transfer your rights or obligations under these Terms, or any of your rights or obligations, without the prior written consent of StockX, which we can refuse in our sole discretion. No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by these Terms, your use of the Services, or the provision of our Services. You may not enter into any contract on our behalf or bind us in any way. The terms and conditions set forth in these Terms are for your benefit only, not for the benefit of any third party except for StockX's permitted successors and assigns. These Terms are governed by the laws of the State of Michigan, USA, without regard to conflicts of laws provisions, and except as described in Section 14 exclusive venue is in the federal and state courts located in Wayne County, Michigan, USA. By using the StockX website or acting as a buyer or seller you expressly agree to the governing law and venue provision of these Terms, irrespective of the state or country in which you reside. The parties each hereby disclaim the applicability of the United Nations Convention on Contracts for the International Sale of Goods.

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